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The Solicitors' Journal

and Weekly Reporter.

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Current Topics.

The Land Registry.

WE UNDERSTAND that the Committee appointed last year to consider the expediency of extending to Scotland the system of compulsory registration of title will sit in London next month for the purpose of taking evidence as to the working of the system in London, and that Mr. J. S. RUBINSTEIN has, on the invitation of the Committee, consented to give evidence.

Imperial and Colonial Law.

THE TROUBLESOME legal and constitutional questions raised by the difficulty between Newfoundland and the United States may perhaps after all be settled without it becoming necessary for the Imperial Government to insist on its strict rights as against the Colonial Government. An arrangement with the United States has been made so as to tide over the coming fishing season. The question of the limits of American rights under the Treaty of 1818 is to be submitted to the Arbitration Tribunal of The Hague. By next season it is hoped an award on this subject will have been made, and diplomacy should be able to effect a settlement satisfactory to Newfoundland. To the legal constitutionalist the position taken up by Newfoundland seems hopeless. The colony appears to think it can, in the first place, legislate within its own territory in the teeth of a treaty made between the Imperial Government and a foreign Power; and, in the next place, legislate effectively beyond the limits of its own territory. In fact, neither of these two things can be done, if ordinary constitutional law is to prevail and Newfoundland is to continue to be part of the British Empire.

An Omission in the Married Women's Property Act, 1907.

A CORRESPONDENT calls attention to an omission in this Act. The Act of 1882 renders a married woman capable of "acquiring, holding, and disposing of" any real or personal property as her separate property. This provision, according to *Re Harkness and Allsopp*, does not apply to property acquired or held in trust. But the recent Act only enables a married woman "to dispose of, or to join in disposing of real or personal property held by her as trustee or personal representative," and does not enable her to acquire and hold such property. Our correspondent says, quite correctly, that under the old law a husband could not lease to his wife, and that the new Act does not enable him to do so. This may be so as to leasehold property, and we do not understand why the words "acquire and hold" were not inserted. But section 50 of the Conveyancing Act, 1881, expressly enables freehold land, or a thing in action, to be conveyed by a husband to his wife, and "conveyance," under section 2 (v.), includes a lease. As this Act was passed before the Married Women's Property Act, 1882, and contains nothing to shew that it relates only to a beneficial "conveyance," the principle of *Re Harkness and Allsopp* does not appear to apply to it.

Coloured Races and the Empire.

THE ANTI-JAPANESE riots in British Columbia are likely to cause grave anxiety to the Home Government, and indicate a state of things that must end in creating a very serious problem for the Empire. The present outburst of racial feeling in Canada places the Imperial Government in precisely the same sort of difficulty as that in which a similar outburst in California placed the Government of the United States. In each case treaty rights have been accorded to a foreign nation—Japan—and in each case a self-governing territorial unit of the nation giving these treaty rights has, in effect, rebelled against its Government by refusing to recognize the obligations of the treaty. The position of Great Britain, however, is more dangerous than that of America, and the difficulties likely to arise in the future are far graver. For, in the first place, Japan is the ally of Great Britain; in the next place, Australia may at any moment follow in the steps of Canada and begin a serious agitation against the Japanese entering Australia under treaty rights; as much, or greater, objection is taken in Canada and Australia to coloured races other than the Japanese,

whose claim to admittance rests on their being fellow-British subjects and not merely allies. It would seem not impossible that Great Britain may, in the end, be driven to stand firm, without more hesitation, for a "white" Australia and a "white" Canada; to negotiate forthwith with Japan for an arrangement by which Australia and Canada are [excepted from the treaty rights of free entry by Japanese into British territory, and to establish a second grade of citizenship with respect to all British subjects of non-European blood. Let us hope, however, that wiser counsels may prevail at Vancouver.

The Projected International Prize Court.

THERE SEEMS to be every prospect that the project for an International Prize Court will be accepted by The Hague Conference, and if so, this will be one of the most important results of that assembly. The scheme has passed the Committee which had it in hand by twenty-six votes to two, there being fifteen abstentions. It has still to come before a plenary sitting of the conference, but the weight of opinion in its favour, which includes Great Britain, Germany, and France, is so strong that its success appears to be assured. The two States which constituted the minority were Brazil and Turkey, the latter apparently without reason assigned, the former because she objected to the principle on which the judges are to be apportioned. The Brazilian representative contended that the apportionment should be according to the size of mercantile traffic and navy, and not according to national power. But the objection, though sound in principle, has not been allowed by the committee; in practice it seems to be met by the provision that the parties to a dispute shall each have the right to appoint a judge. Among the Powers which abstained from voting were Russia and Japan, but their abstention from the scheme appears to be only provisional, and to be based upon the uncertainty which must at first attend the application of prize law. Upon the course which such law should take, no better guide can be found than the decisions of Lord STOWELL, based as they were upon the principle of strict fairness as between one nation and another. "It is the duty," he said in *The Maria* (1 C. Rob., p. 349), "of the person who sits here to determine this question exactly as he would determine this same question sitting at Stockholm—to assert no pretension on the part of Great Britain which he would not allow to Sweden in the same circumstances, and to ignore no duties on Sweden, as a neutral country, which he would not admit to belong to Great Britain in the same character." It will be one of the chief advantages of the proposed court that it will insure the development of international prize law on these lines.

The Married Women's Property Act, 1907.

WE NOTICED last week the most important section of this Act; but there are two other sections which require consideration. Section 19 of the Act of 1882 provides, as we all know, that nothing in that Act shall interfere with or affect any settlement made, whether before or after marriage, respecting the property of any married woman. The Court of Appeal in *Hancock v. Hancock* (38 Ch. D. 78) construed this provision as modifying the operation of section 5 of the Act so as to prevent that section from interfering with any settlement which would have bound the property if the Act had not been passed. Following the principle of this decision, in *Stevens v. Trevor-Garrick* (1893, 2 Ch. 307) the same rule was applied by CHITTY, J., to section 2, though apparently (see the end of the judgment) against his own view. In the last-mentioned case an infant, by an antenuptial settlement, joined with her intended husband in assigning a sum to which she would become entitled on marriage to trustees on the ordinary trusts for the benefit of herself, her husband, and her children. On coming of age she repudiated the settlement and claimed to be absolutely entitled to the sum, but it was held that by the husband's assignment the sum was effectually included in the settlement. This decision was followed by BUCKLEY, J., in *Buckland v. Buckland* (1900, 2 Ch. 534), although in that case the assignment was by the infant wife alone, the intended husband, however, being a party to the deed, which recited an agreement that the intended wife's property should be settled. The practical effect of these decisions was to

enable a husband to deprive his wife of the benefit of the Act by the simple process of executing a settlement of her property or entering into a covenant to settle it, apparently on any trusts he might think fit. Section 2 (1) of the new Act remedies this state of things for the future by providing that, notwithstanding section 19 of the Act of 1882, "a settlement or agreement for a settlement made after the commencement of this Act by the husband or intended husband, whether before or after marriage [otherwise than under the Infant Settlements Act, 1855: section 2 (3) of the present Act], respecting the property of any woman he may marry or have married, shall not be valid unless it is executed by her if she is of full age, or confirmed by her after she attains full age," unless she should die an infant; in which case (sub-section 2) the husband's covenant or disposition in the settlement is to be effectual to bind any interest in any property of the wife to which he may become entitled on her death. The tables are thus effectually turned on the once favoured husband. Not only is he deprived of the power of settling his wife's property without her concurrence or confirmation, but an attempt to do so will deprive him of any benefit to which he would otherwise become entitled on the death of his wife under age.

Married Woman Protector of a Settlement.

THE REMAINING provision of the new Married Women's Property Act relates to a matter as to which we imagine there has been a good deal of misapprehension since the passing of the Married Women's Property Act, 1882. Section 24 of the Fines and Recoveries Act, 1833, provides that "Where a married woman would, if single, be the protector of a settlement in respect of a prior estate which is not *thereby* settled, or agreed or directed to be settled to her separate use, she and her husband together shall in respect of such estate be the protector of such settlement and shall be deemed one owner; but if such prior estate shall *by such settlement* have been settled or agreed to be settled to her separate use, then and in such case she alone shall in respect of such estate be the protector of such settlement." The words we have placed in italics have apparently sometimes been overlooked, and it has been assumed that where by the Act of 1882 a married woman has become entitled to a prior estate as her separate property she alone is the protector. To meet this it is provided by the new Act that where a married woman would, if single, be the protector of a settlement in respect of a prior estate which is by virtue of the Married Women's Property Act, 1882, made her separate property, then she alone shall, in respect of that estate, be the protector of the settlement. The operation of the section is (sub-section 2) extended to disentailing assurances and surrenders made after the 31st of December, 1882, but since the new Act does not come into operation until the 1st of January next, there is an interval during which the married woman alone cannot, with immediate efficacy, consent as protector.

The Duchess of Kingston's Case.

FOR A long time the *Duchess of Kingston's case* (2 Sm. L. C. (11th ed.) 731) has been a leading authority upon the effect of a judgment as an estoppel, but the lawyer, in referring to it for this technical purpose, does not always appreciate the immense popular interest which the trial of the Duchess excited at the time—an interest which with certain classes was said to exceed the interest taken in the struggle which established the independence of the British Colonies in America. An excellent account of the case from this point of view is given in an article, with the title of "The Trial of Elizabeth Duchess of Kingston," in the current number of the *Nineteenth Century*. The duchess—to give her the title which she claimed—was originally ELIZABETH CHUDLEIGH, and was of the Devonshire family of that name. In 1744, during the Winchester races, she was staying at Lainston, near Winchester, and a marriage with AUGUSTUS HERVEY, a cadet of the Bristol family, was hastily arranged and secretly celebrated at 11 o'clock at night in the parish church of Lainston. There was for a time cohabitation, and a child was born who died in infancy, but subsequently the parties lived separately and the marriage was never openly acknowledged. In 1759 there was a prospect of Lord BRISTOL dying, and of AUGUSTUS

HEVEY succeeding to the title and the property, and his wife was consequently under strong inducement to prove her marriage. She accordingly repaired to Lainston, and, with the help of the parson who celebrated the marriage and a Winchester attorney, constructed a register for the parish, which duly contained an entry of the marriage. But Lord BRISTOL recovered; the immediate purpose for which this was done failed, and some years later the lady wished to marry the Duke of KINGSTON. The earlier marriage which she had been at pains to establish was now in her way, and, as both parties were anxious to be rid of it, arrangements were made to that end. To a collusive divorce the lady objected, and she brought instead a suit against HEVEY for jactitation of marriage. It was the judgment in her favour in this suit which was in question when her trial for bigamy took place before the peers, and the judges gave their opinion that it was no bar to the criminal proceedings, which accordingly ended in a verdict of guilty. THURLOW, as Attorney-General, had charge of the prosecution, and he pressed for the infliction of the penalty of branding in the hand, but the lady's rank saved her from this ignominy. At this time the Earl of BRISTOL had died, and her husband had succeeded to the title, so that, as HORACE WALPOLE put it, her Countesshood saved her Duchessehood from being burnt in the hands.

The Proper Measure of Compensation for Injury

A QUESTION which is repeatedly brought before different judicial tribunals for their determination arises under a compensation clause, in an enactment or an agreement, providing that compensation shall be paid by one person for injury caused by him to another. The question is, How far does the compensation go? Does it extend, not merely to the immediate effect of the injury, but to the more remote consequences of the injury? One of the most conspicuous examples of indirect claims is that made by the United States under the Geneva Arbitration in 1871. England and the United States had agreed to refer to arbitration the question of compensation for losses to the American marine by the admission and fitting out of Confederate cruisers in English ports. The American Government claimed for losses caused by the transfer of the American commercial marine to the British flag; the enhanced payments for insurance and, finally, a large sum in respect of the expenses arising from the prolongation of the war and the delay in suppressing the rebellion. The arbitrators held that such claims were not the foundation of an award of compensation. A recent example of indirect claims came before the Court of Appeal in *Agincourt Steamship Co. v. The Eastern Extension Australasia and China Telegraph Co.* Article 7 of the schedule (the Submarine Telegraphs Convention) to the Submarine Telegraph Act, 1885, is as follows: "Owners of ships or vessels who can prove that they have sacrificed an anchor, a net or other fishing gear, in order to avoid injuring a submarine cable, shall receive compensation from the owner of the cable. In order to establish a claim to such compensation, a statement supported by the evidence of the crew should, whenever possible, be drawn up immediately after the occurrence; and the master must, within twenty-four hours after his return to, or next putting into, port, make a declaration to the proper authorities." The steamship *Agincourt*, of which the plaintiffs were owners, in the course of a voyage from Shanghai to San Francisco, *via* Japan, anchored in the river, and on the next morning, there being indications of an approaching typhoon, the anchor was weighed and the vessel proceeded further up the river to a safe anchorage. The starboard anchor was first dropped; afterwards, owing to the increase in the wind, the port anchor was let go. On the day following, it being necessary that the anchors should be got up, the port anchor was weighed, but was found to be foul of a telegraph cable. It was then let go and the starboard anchor was hove up, when it was also found to be foul of a telegraph cable. The captain thereupon sacrificed his anchors and chains, and returned to Shanghai, where he made a statement, as required by article 7, which was communicated to the defendants. In consequence of the loss of his anchors, *The Agincourt* was detained at Shanghai for eight days while arrangements were being made to recover the lost anchors or to

obtain substitutes. The plaintiffs then brought this action, claiming (*inter alia*) damages for the detention of the vessel at Shanghai, for the extra consumption of coal in steaming from the place of the accident to Shanghai and back, and for the expenses incurred to avoid the cancelling of a charter-party for delay. The Court of Appeal held that a large proportion of these claims could not properly be brought within the meaning of the term "compensation," though it was not necessary to lay down a fixed rule as to what was the true measure of compensation for the loss of the anchors. They made an order that the liability of the defendants was to make compensation for the anchors and chains, but not further to pay the damages resulting from such sacrifice. The difficulty of laying down a rule applicable to all cases is evident if we adopt the test, Was the damage complained of such a consequence as in the ordinary course of things would flow from the act? The loss of an anchor would, in some circumstances, be attended with consequences which might fairly be said to be the natural result of the accident, though the party causing the loss could not always be held to be responsible for them.

Liability for Non-repair of Streets.

THE LIABILITY of municipal corporations for injuries caused by the non-repair of streets and bridges, which in Canada appears to be similar to that in this country, has led to a movement for the amendment of the Canadian law. The report of the Legislative Committee, presented some little time ago at a meeting of the York County Council, recommended that the council should co-operate with the Ontario Municipal Association for the passage in the next Session of the Provincial Legislature of an Act to exempt municipalities from liability for accidents on highways caused by the roads being out of repair, unless the municipalities have been previously notified by writing of the condition of the roadway. A motion was also introduced to make it compulsory for "path-masters" to attend a course of lectures to be established by the Good Roads Department. The introducer of this motion has evidently more confidence in lectures as a means of instruction than is possessed by many Englishmen at the present day. A "path-master" can hardly expect to learn the duties of his office in the lecture room.

The Right to Exact a Fine for Licence to Assign.

A REMARKABLE instance of a coach-and-four being driven by judicial ingenuity through a provision made by the Legislature for the protection of tenants is afforded by the decisions on section 3 of the Conveyancing Act, 1892.

That section, as is well known, provides, in effect, that a covenant, condition, or agreement against assignment, etc., without consent contained in a lease, shall, unless the lease contains an expressed [*sic*] provision to the contrary, be subject to a proviso that no fine or sum in the nature of a fine shall be payable for such consent. The question, of course, at once arises: What is a "fine or sum in the nature of a fine"? As the Act of 1892 is (section 1) to be read with the Act of 1881, the question appears to be answered by section 2 (ix.) of the last-mentioned Act, which defines "fine" as including "premium or foregift, and any payment, consideration, or benefit in the nature of a fine, premium, or foregift."

This definition does not appear to have been brought to the notice of the court in *Re Cosh's Contract* (1897, 1 Ch. 9), where it was held that the requirement by a lessor as a condition of granting a licence to assign, that the lessee should deposit with him a sum of money as security for the performance of the unperformed part of the building contract under which the lease had been granted (such contract including other land not yet leased) was not a fine or sum in the nature of a fine. "The section," said Lord RUSSELL OF KILLOWEN, C.J., "points at a sum of money which is to go irrevocably into the pocket of the lessor." Here there was only a deposit. But we may be permitted humbly to inquire whether the deposit was not a "benefit" within the definition?

In the subsequent case of *Waite v. Jennings* (1906, 2 K. B. 11)

the landlord had required, as a condition of granting a licence to assign, a covenant by the assignee to pay the rent and perform the covenants of the lease, and the assignee had actually given the stipulated covenant, and had subsequently re-assigned the lease with licence. On being sued for rent on this covenant, he set up as a defence that the covenant was illegal under section 3. VAUGHAN WILLIAMS and STIRLING, L.J.J., expressed an opinion that, since the covenant did not require the payment of any money "over and above the rent reserved," the covenant was not in the nature of a fine. [They must have meant any money "over and above that which the assignee would be liable to pay under the lease."] FLETCHER MOULTON, L.J., dissented from this view, and considered that the effect of the importation into the Act of 1892 of the definition clause in the Act of 1881 rendered the requirement a fine or in the nature of a fine.

But all the judges concurred in holding that the effect of section 3 is not, as VAUGHAN WILLIAMS, L.J., put it, "to make the payment of a fine an illegal thing, but only to read into the lease, as between the parties to it, a provision that no fine shall be payable for a licence to assign." "Suppose," said STIRLING, L.J., that on an assignment the lessor had actually taken a fine from the proposed assignee, what would be the position of affairs? It does not seem to me that the taking of the fine would be illegal, so that the assignee who paid it could recover it back."

So matters stood when the question was brought before Mr. Justice CHANNELL in the recent case of *Andrews v. Bridgman* (1907, 2 K. B. 494). This was an action to recover back a sum of £45 paid by a lessee, whose lease contained an unqualified covenant against assignment without consent, to the lessor for her consent to an assignment. The learned judge held that section 3 of the Act of 1892 does not make the payment of a fine illegal; it simply makes the payment of a fine something not contracted for. After the decision of the Court of Appeal in *Waite v. Jennings* (*ubi supra*) we do not see how he could have held otherwise; the only ground which remained open to him for giving relief to the plaintiff was that of duress. He considered this with his accustomed care, and came to the conclusion that, while insisting upon something that one has no right to is duress, the mere standing out for one's rights is not duress. "In this particular case," he said, "the defendant was certainly not obliged to grant a licence to assign unless she chose. In simply saying: 'I am not going to grant a licence unless for a consideration' she was merely standing upon her rights, and in these circumstances I think that was not duress." Hence the plaintiff's action failed.

The result, as Mr. Justice CHANNELL was constrained to admit in the recent case, brings section 3 of the Conveyancing Act, 1892, "very nearly to a nullity." Wherever the covenant against assignment, etc., is unqualified, the landlord will be able to say: "I shall not grant a licence unless you will pay me a fine for it." And even when the covenant contains the qualification against arbitrary refusal of licence in the case of a respectable and responsible assignee, will not the landlord be able to say: "I am not satisfied as to the responsibility of your proposed assignee, but I will waive my objection if you will pay me a sum of money?" The case of *Jenkins v. Price* (1907, 2 Ch. 229), on which we recently commented, seems to shew that in the last-mentioned case the lessor will be restrained (at the cost of the lessee) from insisting on his claim. But if the lessee pays the sum demanded for the licence, he cannot recover it back.

It is not expected that the rules to be made under the Criminal Appeal Act will be ready before the commencement of the New Year.

It is stated that Mr. Justice Pickford has left London for Switzerland, and will later on go to Venice in order to attend the Conference of the International Maritime Committee which opens there on Wednesday, the 25th inst.

It is announced that Lord Loreburn has sailed by the Canadian Pacific liner *Empress of Britain* for Canada. It is not the intention of the Lord Chancellor to remain for any length of time in the Dominion, and beyond a short visit to Niagara he will not make any extended visits. The journey has been undertaken solely with the view of obtaining rest. The Great Seal, in the meantime, is placed in commission.

The Public Authorities Protection Act, 1893.

II.—PRESENT STATUTORY PROTECTION (*continued*).

(4) *The nature of the Protection given* (*continued*).

(b) *Costs as between solicitor and client*.—Previously to 1842 the public general statutes which conferred special privileges as to litigation contained varying provisions as to the costs recoverable by a successful defendant. Some statutes, as the Legacy Duty Act, 1796, and the Gaming Act, 1802, gave treble costs; others gave costs as between attorney and client—"costs, charges, and expenses as between attorney and client" (Tithes Act, 1836; Copyhold Act, 1841); "full costs as between attorney and client" (Special Constables Act, 1831); "costs as between attorney and client" (Highways Act, 1835; Metropolitan Police Courts Act, 1839). Sometimes no special costs were allowed (Justices Protection Act, 1757; Game Act, 1831); and the provision of section 26 of the Copyright Act, 1842, for "full costs" had this effect, "full costs" being no other than the ordinary costs as between party and party: *Avery v. Wood* (1891, 3 Ch. 115). Occasionally special costs were allowed to successful defendants in actions not brought in respect of acts done in execution of a statute or of an office, as the double costs allowed by the Distress for Rent Act, 1737, s. 21, in an action for an irregular distress, and by the Dramatic Copyright Act, 1833, s. 2.

Section 2 of the Limitation of Actions and Costs Act, 1842, provided, as we have seen (*ante*, p. 727), that so much of any provision in any public Act, not local or personal, as provided for double or treble, or any other than the usual, costs as between party and party should be repealed, and that a "full and reasonable indemnity as to all costs, charges, and expenses" should be substituted. This did not apply where merely "full costs" were allowed (*Avery v. Wood*, *supra*); and it was not prospective. Hence in subsequent public general Acts it was necessary to make express provision as to costs. It might have been expected that the words of the Act of 1842 would be repeated; but this was not so, nor were the later statutes uniform. In general the successful defendant was allowed "full costs, to be taxed as between attorney and client" (Justices Protection Act, 1848; Cruelty to Animals Act, 1849; Larceny Act, 1861); but sometimes no provision was made as to costs (Metropolitan Building Act, 1855; County Courts Act, 1888, s. 53), or merely "full costs" were allowed (Metropolis Local Management Act, 1862; Public Health Act, 1875). In the Lunacy Act, 1845, a provision for double costs appeared, probably by an oversight, and this was enforced in *Hacker v. Wood* (1885, 33 W. R. 697), where it was held that R. S. C., ord. 65, r. 1, did not give the court discretion in a case of statutory costs. It was omitted in the Lunacy Act, 1890, and no other special provision as to costs was made. Where special statutory provision as to costs existed, whether under the Act of 1842 or a later Act, the court was bound to give effect to it, and the case was outside the provisions in the Rules of the Supreme Court or the County Courts Act, 1888, as to costs in the High Court: *Reeve v. Gibson* (1891, 1 Q. B. 652).

As regards all actions falling within the Act of 1893, the above provisions are now superseded by section 1 (b), which enacts that a judgment obtained by the defendant carries costs to be taxed as between solicitor and client. It follows that where judgment is given for the defendant simpliciter, the court has no discretion, and he obtains solicitor and client costs: *Harrop v. Mayor of Osett* (1898, 1 Ch. 525); *Toms v. Clacton Urban District Council* (1898, 46 W. R. 629); *Holford v. Adon Urban District Council* (1898, 2 Ch. 240); and the defendant obtains judgment within the meaning of the Act where an order is made in chambers by consent dismissing the action: *Shaw v. Hertfordshire County Council* (1899, 2 Q. B. 282). And it is not necessary that the judgment should expressly give the defendant his solicitor and client costs, or should show on its face that the action was within the statute: *North Metro-*

politan Tramways Co. v. London County Council (1898, 2 Ch. 145). But the statute only applies to the trial of the action; it does not apply to appeals, or to interlocutory applications: *Fielding v. Morley Corporation* (1899, 1 Ch. 1; 1900, A. C. 133). Nor does it deprive the judge at the trial of his jurisdiction to deprive a successful defendant of his costs: *Bostock v. Ramsey Urban District Council* (1900, 2 Q. B. 616), where the Court of Appeal adopted the suggestion to this effect of ROMER, J., in *Harrop v. Mayor of Ossett and North Metropolitan Tramways Co. v. London County Council* (*supra*). It has been held that the defendants, although unsuccessful in the action generally, are entitled to solicitor and client costs of the issue on which they succeed: *Roberts v. Gwyfrai District Council* (1899, 1 Ch. 583).

To the authorities which have been referred to above (*ante* p. 735) as to the proceedings in which the statutory protection is given there should be added the recent case of *Holsworthy Urban Council v. Holsworthy Rural Council* (1907, 2 Ch. 62), where it was held that an action by the plaintiff council to set aside an agreement between the two councils as being *ultra vires* was not within the Act. The position was somewhat singular since the unlawful act alleged—the entering into the agreement—was the unlawful act of the plaintiffs themselves.

(4) Repeals effected by the Act of 1893.

Section 2 of the Act of 1893 repealed so much of any public general Act as provided (in any proceeding to which the Act of 1893 applied) for, *inter alia*, a special limitation, notice of action, and special costs; and in particular the sections of statutes mentioned in the schedule were to this extent repealed. There were several omissions in the schedule. The omission of sections 8 and 9 of the Justices Protection Act, 1848, was supplied by the Statute Law Revision Act, 1894, which repealed these sections. Other omissions were the Habitual Drunkards Act, 1879, with its limitation of two years; the Army Act, 1881, with its limitation of one year (section 170); and the Submarine Telegraph Act, 1885, with the like limitation. The Army Annual Act, 1894, substituted a six months' limitation, and possibly it was desired to keep the provision of the Act of 1881 alive as an independent enactment, in order to make the Army code complete; but the relevant parts of the other Acts, and also any other omitted sections of public general Acts, are repealed to the extent indicated—that is, so far as they relate to proceedings to which the Act of 1893 applies.

Extent of repeal of public general Acts.—Speaking generally, section 1 of the Act of 1893 covers the same field as the previous public general statutes, which conferred protection in respect of acts done in pursuance of them, and the repeal of this earlier protection is practically complete. There may, however, be cases which would fall within the earlier statutes, and not within section 1, by reason of the tendency to confine section 1 to proceedings against public authorities and their officers. In many of the cases before 1893 the defendants were private individuals who had acted in pursuance of such statutes as the Game Act, 1831, and the Larceny Act, 1861, and if such defendants are not within section 1, the earlier statutes are kept alive. The importance of this lies in the fact that, if such defendants have to rely on the earlier statutes, then notice of action is necessary, and, until the point has been decided, such notice should still be given when the action is brought against a private individual in respect of an act done in exercise of a statutory authority, as opposed to a statutory duty. Where he is performing a statutory duty it seems clear that the Act of 1893 applies; see *Salisbury v. Gould* (1904, 68 J. P. 158; *ante* p. 736).

Effect on local and personal Acts.—Upon local and personal statutes the Act of 1893 appears to have little, if any, effect. Section 1, indeed, makes no distinction between public general statutes and local and personal statutes, and it would apply to acts done by a public authority in pursuance of a statute of the latter class. But the exclusion of commercial bodies from the scope of section 1 (*ante*, p. 736) goes far to exclude proceedings in respect of acts done under local and personal statutes, since these are usually obtained in the interest of commercial undertakings. Public authorities, when acting under local statutes,

are doubtless entitled to the protection of section 1; in particular, they obtain the right, if successful, to solicitor and client costs, which was denied by section 1 of the Limitations of Actions and Costs Act, 1842. On the other hand, the two years' limitation introduced for local and personal Acts (prior to 1842) by that statute would probably be reduced to six months in the case of proceedings within section 1 of the Act of 1893; for the Act of 1842 is a public general Act, and, though only section 2 is expressly repealed by the schedule to the Act of 1893, yet any other portions imposing limitations on proceedings within section 1 are repealed by the general words of section 2. But this repeal does not extend to the requirement of notice of action, since the Act of 1842 does not impose such requirement, but only prescribes the length of the notice when otherwise required. The result appears to be that local and personal Acts prior to 1842 are only affected when they relate to public authorities of a non-commercial character; and then, on the matters in question, they are replaced by section 1 of the Act of 1893, except as regards notice of action, which must still be given. Local and personal Acts containing provisions of this nature since 1842 are probably too rare to make it worth while to speculate upon their relation to the Act of 1893.

Upon the whole, it may be said of the Act of 1893 that, while it has effected a considerable simplification of the law as regards public authorities, it is not to be accepted as a final settlement of the question of statutory protection in litigation. Notwithstanding that it was treated in Parliament as a mere measure of consolidation, it has conferred upon public authorities much more extensive privileges in the matter of costs than they had before, and the comments made upon the statute from the bench show that, in the view of those who have to administer the Act, it has unduly interfered with judicial discretion. On the other hand, it has not gone far enough in repealing the previous legislation. It effects a repeal of such legislation, but that repeal is only partial, and how far the previous legislation remains is a question which is left in much doubt. Some of the earlier public general statutes may in certain cases still be operative, notwithstanding their apparent repeal by the schedule to the Act of 1893. And all local and personal statutes, as modified by the Act of 1842, are still operative, save where they apply to public bodies not of a commercial character. It should be possible to take a further step in the way of simplifying the law. This would require the determination, upon the lines above laid down, (1) of the nature of the statutory protection which ought to be accorded to special litigants; (2) of the litigants to whom it should be given; and (3) of the actions in which it should be operative. If a statute was passed dealing comprehensively with these points, then the repeal of the earlier statutory protection, whether contained in public general Acts or in local or personal Acts, might be made complete, and the matter might be placed upon a really simple basis.

Reviews.

Evidence.

THE LAW OF EVIDENCE. By SIDNEY L. PHIPSON, Barrister-at-Law. FOURTH EDITION. Stevens & Haynes.

This is not a large work, but it is one which is absolutely crammed with information, and contains a great deal of matter not easy to find elsewhere. Only fifteen years have elapsed since the first edition made its appearance, and the fact that a new fourth edition is demanded shews how very acceptable the book has become to the profession. The system pursued is to state an established rule of evidence, then to discuss the principles upon which the rule is founded, then to consider the limitations of the rule, and finally to give illustrations of the rule in separate columns contrasting the admissible with the inadmissible. This arrangement has much to recommend it, and is carried out with skill. The new edition has been revised and somewhat enlarged, and a very large number of new cases added. It is a useful and valuable book.

Summary Jurisdiction.

SUMMARY JURISDICTION PROCEDURE: BEING THE SUMMARY JURISDICTION ACTS, 1848 TO 1899, REGULATING THE DUTIES OF

JUSTICES OF THE PEACE WITH RESPECT TO SUMMARY CONVICTIONS AND ORDERS, THE INDICTABLE OFFENCES ACTS, 1848 AND 1868. WITH APPENDIX OF STATUTES RELATING THERETO, COPIOUS NOTES, INDEX, AND TABLES OF STATUTES AND CASES. NINTH EDITION. By CECIL GEORGE DOUGLAS, Clerk to the Lord Mayor, Mansion House Justice Room, London. Butterworth & Co; Shaw & Sons.

This is a useful book by a thoroughly practical man which has earned a well-established position and could ill be spared by the practitioner whose sphere of operations lies largely in courts of summary jurisdiction. This new edition will be welcome, as seven years have passed since the last edition first saw the light. It contains a large number of additional references to cases and statutes, and is brought up to date with care and accuracy. We can thoroughly recommend it to the profession.

Correspondence.

Exit *Re Harkness and Allsopp*?

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In spite of the Married Women's Property Act, 1907, one difficulty remains.

Under the old law a man could not lease to his wife. After the Act of 1882 he could not grant a lease to her as a trustee, since section 1 of that Act only applies to property acquired or held by married women beneficially.

The first section of the Act of 1907 omits the words "acquiring, holding," which occurred in the Act of 1882. Therefore a lease by a husband to his wife as trustee is still void.

The point is important, because builders and others who wish to create ground-rents sometimes grant long leases to their wives as nominees or trustees for themselves. It is said that such leases, though void in their inception, are registered at the Land Registry as "good."

The promoters of the Act of 1907 no doubt had some reason for not following the wording of the Act of 1882, but the result is unfortunate.

Sept. 7.

C. P. S.

[See observations under head of "Current Topics."—Ed. S.J.]

Legal News.

Changes in Partnerships.

Dissolutions.

EDWARD ROBERT ENSOR and GUY TALLENT MUMFORD, solicitors (Ensor & Mumford), Southampton. Aug. 31. [Gazette, Sept. 6.]

JOHN DAVIS RAWLINS and GEORGE OCTAVIUS VORES, solicitors (Moore, Rawlins, & Vores), Lymington, Hants. July 31. The said John Davis Rawlins will continue to carry on the said business under the style or firm of Moore & Rawlins. [Gazette, Sept. 10.]

General.

A letter has been received by the Town Clerk of Bradford from the Home Secretary, intimating that his Majesty has signified his pleasure that the chief magistrate of the city of Bradford be styled Lord Mayor, and that instructions will be given forthwith for the issue of Letters Patent under the Great Seal carrying his Majesty's pleasure into effect.

The Army Council has, says the *Evening Standard*, issued instructions as to the wearing of head-dress by soldiers on duty in a court of law, and it might be supposed that the Council's ruling settles the matter. The Army Council may find, however, that the men who direct our courts are not prepared to accept the jurisdiction of Whitehall on such a matter. The ruling might be enforced at the point of the bayonet, but before measures so extreme can be tried some judge, in his wrath, will possibly commit the whole British Army to gaol for contempt of court.

The attention of students for the bar is called by the Council of Legal Education to the fact that from and after the 11th of January, 1908, the bar examination will consist of two parts. Every student must satisfy the examiners in each of the following subjects: Part I.—I, Roman Law; II, Constitutional Law (English and Colonial) and Legal History; III, (a) Criminal Law and Procedure. Every student must also satisfy the examiners in one of the following subjects: III, (b) Real Property and Conveyancing, or Hindu and Mahomedan Law, or Roman-Dutch Law. Part II.—The Final Examination.—Every student will be examined in the same subjects. Four papers will be set:—IV, (a) In Common Law; (b) in Equity; (c) Law of Evidence and Civil Procedure; (d) a general paper on all the above subjects.

An Idaho attorney in a divorce action has, say the *American Case and Comment*, uncovered the following state of fact, which he thinks without precedent. He says: "Each party to the action now pending has heretofore had another spouse, and each has been divorced; a daughter of the plaintiff (the woman in the case) has been divorced; plaintiff's father and mother are divorced, the mother having been divorced three times; plaintiff has four brothers and sisters living, each of whom has been married and divorced, some of them as often as three times, with the exception of one, who has not been actually divorced, but who has been estranged and separated from his wife on three different occasions." The defendant's family history had not been investigated at the time this was written.

The January number of the *English Historical Review* contains, says the *Law Quarterly Review*, an interesting note by Mr. W. H. Stevenson, entitled "A Contemporary Description of the Domesday Survey." This description is contained in a work of Robert, Bishop of Hereford, 1079-96, preserved in two Bodleian MSS., and never printed. The book is a critical discussion of the current "Dionysian" era of the Incarnation which has survived this and other objections by the fact of being established in the common use of Christendom. Incidentally Robert mentions that he is writing in the twentieth year of King William, the year of the "totius Angliæ descriptio." "This strongly supports the evidence of the Peterborough chronicle and of the second volume of the Domesday Book, that the year of the Survey was 1086, and should dispel all doubts as to whether that was the year of the actual survey or merely of the codification of the returns." The bishop also informs us that the returns were checked by supplementary visits of special commissioners.

Lord Brampton once remarked, says a writer in the *Globe*, of the Workmen's Compensation Acts that they "provoked rather than minimized litigation." No signs of decline in the provocation are to be found in the latest return issued by the Home Office. As many as 2,532 cases under the Acts were taken into the county courts in 1906. This, 63 above the number in 1905, is the highest number on record. On the other hand, in the number of cases carried to the Court of Appeal a tendency to decline may be observed. Fifty-seven cases were taken to the Court of Appeal in 1906, 40 fewer than in 1905. For this relief the Lords Justices will, no doubt, be very thankful. Neither masters nor men receive much encouragement as appellants. Only five of the 22 employers who went to the Court of Appeal were successful, and the number of victors among the 35 workmen who appealed to the Lords Justices was not larger. In the House of Lords, where there were five cases in 1905, only two workmen's compensation appeals were heard in 1906, workmen being the appellants in both. One of the appellants had good reason to thank Heaven for the House of Lords.

In a case before Judge Rentoul, K.C., in the City of London Court, on the 9th inst., says the *Times*, Harold Driscoll sued the General Motor Cab Co. (Limited) for £61 10s. for damages suffered through being knocked down by one of their motor-cabs. Mr. Steadman, the defendants' solicitor, said that the only witness whom they could call to show that they were not liable for the collision was Dr. E. Bastide, of Biarritz, a Frenchman, and they asked the court to issue a commission to Biarritz so that the doctor's evidence might be taken. The defendants would suffer a real denial of justice if the application were not granted, and it was a matter of extreme importance to litigants. The expense of bringing the doctor to London would be prohibitive. Judge Rentoul said he was sorry he could not accede to the request, because it had never yet been decided that the county courts had power to grant a commission to take the evidence of witnesses abroad. He did not see why the power should not have been given, and exercised where the judge thought it necessary. He refused the application, but invited the defendants to apply to the High Court for a *mandamus* to compel him to issue the commission. He would be glad to do so if he had the necessary statutory authority.

Winding-up Notices.

London Gazette.—FRIDAY, Sept. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

F. B. HILL & Co, LIMITED—Creditors are required, on or before Sept 30, to send in their names and addresses, and the particulars of their debts or claims, to James A. Ellis, 18, Eldon st, liquidator.

GILL BROTHERS, LIMITED—Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Comins, 50, Cannon st, liquidator.

JOHN HERRIWOOD, LIMITED—Creditors are required, on or before Sept 23, to send their names and addresses, and the particulars of their debts or claims, to Mr. Francis McElin, Darlington. Newby & Co, solvers to liquidator.

MOTORMAKERS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 18, to send their names and addresses, and the particulars of their debts or claims, to W. M. Hickman, 32, Gt St, Helens, liquidator.

PERFECT FOOD CO, LIMITED—Creditors are required, on or before Oct 9, to send their names and addresses, and the particulars of their debts or claims, to William Shurly, 81, Mawra, Uxbridge rd, Slough, Bucks. Raphael & Co, Moorgate st, solvers to liquidator.

UNITED MEXICAN MINES ASSOCIATION, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Herman Billing Sim, 19, Austin Friars. Druce & Attles, Billiter sq, solvers to liquidators.

London Gazette.—TUESDAY, Sept. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMOBILE CAR CO, LIMITED—Creditors are required, on or before Oct 10, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook. Christopher & Boney, Cornhill, solvers to liquidator.

BURROES BROS. LIMITED—Creditors are requested, on or before Oct 24, to send their names and addresses, and the particulars of their debts or claims, to F. Nightingale, 13, Acaciafield, Bolton. **Stubbs, Bolton**, solor to liquidators
E. J. WARD & Co. LIMITED—Creditors are requested, on or before Sept 27, to send their names and addresses, and the particulars of their debts or claims, to Percy Toothill, 11, Figs in, Sheffield, liquidator
GRANADA MOTOR CO. LIMITED—Creditors are requested, on or before Nov 1, to send their names and addresses, and particulars of their debts or claims, to Ernest Edmonds, 70, Commercial rd, Portsmouth. **Biscoe-Smith & Bagg**, Portsmouth, solor to liquidator
LONDON VIEW CO. LIMITED—Creditors are requested, on or before Oct 18, to send their names and addresses, and the particulars of their debts or claims, to Max Kracke, 14, Wood st, Cheapside, liquidator
NORTHINGTON DRESSING AND FINISHING CO. LIMITED—Creditors are requested, on or before Oct 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick Hineley Lee, 3, Market st, Bradford. **Gledhill, Dewsbury**, solor to liquidator

Creditors' Notices. Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Sept. 3.

ADLERBERG, MICHAEL VAN, Elgin av, Butcher Oct 1 **Tatham & Louisa**, Old Broad st
ALLMARKE, JOHN, Stafford, Miner Sept 30 **Hooper & Fairbairn**, Dudley
AYRES, FREDERICK HENRY, Essex rd, Islington Oct 21 **Dale, Finsbury circus**
BLAIR, HARRISON FAULKNER, Grayshot, nr Haslemere, Surrey Oct 3 **Blair & Seddon**, Manchester
BOWKILL, WILLIAM, Doncaster Oct 21 **Allen, Doncaster**
BROWN, MARIA CATHERINE, Winterbourne, Gloucester Oct 5 **Jones, Bristol**
BEYCE, FELIX CHARLES, Biarritz Sept 30 **Druce & Attlee**, Billiter sq
CLARK, ELIE, Hammonds Gate, Sussex, Oct 12 **Nye & Donce**, Brighton
DANKS, JOSEPH FREDERICK, Stoke Newington Oct 14 **Crosley & Burn**, Moorgate st bldgs
DEIGHTON, CHARLES, Selby Oct 1 **Weldon, Leeds**
ELLERSHAW, JAMES, Morecambe Dec 31 **Johnson & Tilly**, Morecambe
ELLIOTT, MARY RIDER, Winterbourne, Gloucester Oct 5 **Jones, Bristol**
FRIDMAN, ALICE, Leyton Sept 30 **Freeman, Lea Bridge rd, Leyton**
GOLDACK, GEORGE, Dover Oct 11 **Bradley & Watson**, Deal
GRANTHAM, JOHN, Stretdorf, nr Manchester Oct 31 **Chapman & Co**, Manchester
GREEN, ELIZABETH, Greytoko, Cumberland Sept 30 **Little & Lamson**, Penrith
HAILWOOD, WILLIAM, Rochdale, Negotiant Oct 3 **Molesworth & Co**, Rochdale
HENSLEY, THOMAS, Tunbridge Wells Sept 30 **Buss, Tunbridge Wells**
HUDSON, SARAH, Gloucester Sept 30 **Langley-Smith & Son**, Gloucester
IRVING, THOMAS LITTLE, Derby Oct 4 **Clifford & Clifford**, Derby
JAMES, ELIZABETH, Edgware rd Oct 31 **Jennings, Kentish Town rd**
JOHNSON, ROBERT, Manchester, Firearm Manufacturer Sept 14 **Heathcote & Webb**, Manchester
KING, ADA EMILY, Billingshurst, Sussex Sept 31 **Budd & Co**, Austin friars
MELIA, DANIEL, Eastbourne Nov 2 **Dixon & Co**, Manchester
MYERS, RICHARD, Shadwell, nr Leeds Oct 1 **Carr, Leeds**
POWELL, ELIZABETH, Salisbury, Wilts Oct 1 **Wilson & Sons**, Salisbury
RICHARDSON, ELIEA, Bournemouth Oct 1 **Wilson & Sons**, Salisbury
RIDOUT, FREDERICK WATER BOTES, Toronto, Canada Sept 30 **Nicholson & Crouch**, Surrey st
ROBINSON, ANNA, Ongar, Essex Oct 12 **Whitfield & Harrison**, Surrey st
TAYLOR, MARY ANN, Southport Oct 10 **Mawdsley & Hadfield**, Southport
VASEY, JANE, Scarborough Oct 1 **Whitfield, Scarborough**
WADN, ELIZABETH GREEN, Bournemouth Oct 1 **Frankish & Co**, Hull
WALSH, JOHN, Erdington, Warwick, Merchant Oct 16 **Locker, Birmingham**
WILKINSON, ROBERT, Egham, Surrey Sept 30 **Paine & Co**, Chertsey

London Gazette.—FRIDAY, Sept. 6.

BALL, ALFRED, Fontenay rd, Balham, Confectioner Oct 3 **Head & Hill**, Raymond bldgs, Grays inn
BARNES, JOSEPH, Hoopstad, Blomfontein Oct 15 **Sole & Co**, Aldermanbury
BSAUMONT, THOMAS GREEN, Thornhill Lees, nr Dewsbury, Mill Manager Oct 1 **Chadwick & Co**, Dewsbury
BOKAIL, EDWIN, Brighton, Solicitor Oct 10 **Kempe, Brighton**
BRADSHAW, MARGARET, Holme, Westmorland Oct 1 **Talbot & Rheim**, Milnthorpe
BRANTON, JAMES, Sandbach, Chester, Hay Dealer Oct 4 **Bygott & Sons**, Sandbach
BROWN, JOHN EDWARD, Croydon, Licensed Victualler Oct 31 **Twyford, Moorgate st**
BROWN, JOHN STANTON, Stockton on Tees Oct 9 **Watson, Stockton on Tees**
CARR, EVELYN VIOLET, Ipswich, Suffolk Oct 12 **Valliamy & Son**, Ipswich
CRAWSHAW, EMMA, Tolly, Derby Sept 30 **Wilson, Sheffield**
CROFT, EMILY MARTHA, Longridge rd, Earl's Court Oct 12 **Rutter & Co**, Norfolk st, Strand
DEST, SARAH JANE, Middlebrough Oct 10 **Woodall, Blackpool**
FITZGERALD, JOHN, Ramsgate Oct 14 **Blomax & Co**, Lincoln's inn fields
FRERMAN, ELIZA, Blackpool Oct 10 **Woodall, Blackpool**
FRERMAN, JAMES, Blackpool, House Agent Oct 10 **Woodall, Blackpool**
GALE, FRANCES MARY, Belvedere grove, Wimbledon Oct 18 **Payne, Budge row**
GAMBLE, ERNEST MOOR, nr Presteigne, Radnor Oct 5 **H & A Maxfield**, Sheffield
GRAHAM, HENRY MESOR, Stockton on Tees Oct 9 **Watson, Stockton on Tees**
GRAHAM, WILLIAM, Stockton on Tees Oct 9 **Watson, Stockton on Tees**
HATDES, JAMES, Sandown, I of W, Builder Oct 18 **Bailey, jun**, Newport, I of W

HATHERINGTON, DAVID, Dudley, Northumberland, Farmer Oct 10 **Wilkinson & Marshall**, Newcastle upon Tyne
HILL, ROBERT, Blackburn, Joiner Oct 9 **Radcliffe & Higginson**, Blackburn
HILL, ASHER, Blackburn Oct 9 **Radcliffe & Higginson**, Blackburn
HOLLIBRAKE, BARRY, Shade, Todmorden Oct 1 **Sager, Todmorden**
HOTTER, ELIE, St James's st Oct 1 **Williams & James**, Thames Embankment
HUNTER, JAMES, Preston, Lanes Oct 9 **W & A Blackhurst**, Preston
IVSON, MARY, Thorpe Thewies, Durham Oct 9 **Watson, Stockton on Tees**
JACKSON, WILLIAM, Leasing, nr Milnthorpe, Westmorland Oct 1 **Talbot & Rheim**, Milnthorpe
JONES, JOHN ROBERT, Cefn Bychan, nr Ruabon Sept 28 **Kesrick, Ruabon**
LEWELLYN, JAMES, Penyclawdd, Mon, Farmer Oct 9 **Dansey & Sons**, Newport
LEWELLYN, WILLIAM DANIEL, Nelson st, Commercial rd Oct 31 **Freeman, Leyton**, Essex
McDOUGALL, GRIMMOND, Ledbrooke rd, Notting hill Sept 30 **Hammond & Richards**, Lincoln's inn fields
McKENNA, AMELIA ANNE, Ardogona, Youghal, Waterford Oct 30 **Polhill, Jermyn st**
McKENNA, SIR JOSEPH NEAL, Ardogona, Youghal, Waterford Oct 30 **Polhill, Jermyn st**
MANFIELD, COL SIR CHARLES EDWARD, KONG, Piazza San Lorenzo, Florence, Italy Sept 30 **Orwley & Co**, Arlington st, St James's
MEREDITH, HARRIETT, Sparkhill, Worcester Oct 12 **Frost, Birmingham**
MIDDLETON, DAVID, Washwood Heath, Birmingham Oct 31 **Cottrell & Son**, Birmingham
MIDDLETON, GEORGE, Sheffield, Grocer Oct 4 **Shinner, Sheffield**
MITCHELL, HARRIETT BARNARD, Scarborough Nov 1 **Bulmer & Co**, Leeds
MOODY, WILLIAM, Landport, Portsmouth Oct 7 **Bowling, Southsea**
NIGHTINGALE, ELIZABETH, Buxton Oct 9 **Watson, Stockton on Tees**
PORTER, EMMA, Bromley Oct 12 **Tickle, Champside**
PRITCHARD, ELIZABETH, Cardiff Oct 5 **Heard & Co**, Cardiff
RILEY, MARTHA, Bath Oct 4 **Addison, Bath**
SMITH, REV WILLIAM, Hove, Sussex Oct 12 **John Smith, Westbourne gdns, Hove**
STORY, ELIZA JANE, Newcastle upon Tyne Oct 5 **Arnott & Co**, Newcastle upon Tyne
TINKSWOOD, EMMA, Sedgfield, Durham Oct 9 **Watson, Stockton on Tees**
VAN, ALFRED GEORGE COLLINS, Higham Ferrers, Northampton Sept 30 **Darnall & Price**, Northampton
WATLING, HENRY JOHN WILLIAM ROBERTS, Southampton Oct 14 **Paris & Co**, Southampton
WOREST, GEORGE, Manchester, Joiner Sept 30 **Preston & Smith**, Manchester

London Gazette.—TUESDAY, Sept. 10.

ABRAHAM, REV DR WILLIAM HENRY, Hull Nov 1 **Watson & Co**, Hull
ABROWSMITH, CHARLES HENRY, Asley, Lanes Oct 7 **Dootson, Leigh**
BRENNAN, MARK, Todmorden, Carter Nov 30 **Bastwoods & Sutcliffe**, Todmorden
BROWNELL, FRANK, Dudley Oct 7 **Hooper & Fairbairn**, Dudley
CHAPLIN, HORACE, Gresham st Oct 21 **Upperton & Co**, Lincoln's inn fields
CHASS, JOHN WILLIAM, Handsworth Oct 10 **Johnson & Co**, Birmingham
COCHRANE, ARTHUR HAMILTON, Weston, Bath Nov 1 **Roche & Co**, Bath
CROSBY, ROBERT GEORGE, Junior Carlton Club, Pall Mall Oct 7 **Hewlett & Co**, Raymond bldgs, Gray's inn
ELSON, EMMA, Bath Sept 29 **Glanfield & Glanfield**, Torquay
EVANS, JOHN, Duckmanton Works, nr Chesterfield Oct 10 **Shipton & Co**, Chesterfield
FORTNER, HANNAH, Newton, Northumberland Oct 15 **Layne, Newcastle upon Tyne**
GIBSON, HENRY, Ealing Oct 19 **Gibbon & Moore**, Gt James st, Bedford row
GRAHAM, AGNES, Cowley rd, Brixton Oct 12 **Fowler & Co**, Bedford row
GREENWAY, EMMA JANE, Grafton st, Finsbury Oct 21 **Bolton & Co**, Temple gdns
GREENWAY, WILLIAM ALEXANDER, Fish st hill, Confectioner Oct 21 **Bolton & Co**, Temple gdns
HARRIS, SARAH JANE, Frampton Cotterell, Glos Sept 30 **Sinnett & Son**, Bristol
HODDIFOTT, JOHN PHILLIPS, Aston Somerville, Glos Oct 15 **Yates, Chancery in**
HOGAN, HENRY KENNIS, Halifax, Nova Scotia Oct 5 **Lumley & Lumley**, Conduit st
HOOPER, CHARLES, Barnsbury rd, Islington, Laundryman Sept 23 **Clarke & Co**, Dundee st, Islington
HOSFALL, ANN, Kidderminster Oct 12 **Talbot, Kidderminster**
HOSFALL, WILLIAM, Kidderminster Oct 12 **Talbot, Kidderminster**
LAR, GEORGE BILTON, Blomfield st, Paddington Oct 19 **Gibbon & Moore**, Great James st
LIVERMORE, FRANCIS, Camden rd Oct 22 **Merriman & Thirby**, Mire st, Temple
LEWELLYN, CATHERINE CLEMENTINA, Fulham Oct 5 **Williams & James**, Norfolk House, Thames Embankment
MACIE, EDWIN BROOKER, Erdington, Warwick, Surgeon Nov 10 **Pissant & Co**, Birmingham
MACINTOSH, JAMES, Langham st, Builder Oct 5 **Blount & Co**, Albemarle st
MANN, WILLIAM, Birkin, nr Ferrybridge, York, Watchmaker Sept 23 **Dawson & Wood**, Harrogate
MARY, LOUIS, Harley House, Regent's Park Oct 7 **Lumley & Lumley**, Old Jewry chmbrs
MAWSON, FREDERICK, Harrogate Oct 25 **Gilling & Son**, Harrogate
METCALFE, SIMON, Westhouse, nr Ingleton, York Oct 5 **Pearson, Kirkby Lonsdale**
MURRELL, JOSEPH, Reading, Farmer Oct 13 **Trimmer, Alton**, Hants
PALLOU, MARY, Eaglescliffe, Durham Oct 2 **Hardy, Middlebrough**
PLONDON, HARRIET CHICHELS, Folkestone Oct 5 **Lumley & Lumley**, Conduit st
POLLARD, JONATHAN, Halifax Nov 10 **Rosemitch, Halifax**
SHIELDS, WILLIAM FREDRICK, Manor rd, Stoke Newington Oct 23 **Bryson & Wells**, Lewtcham
STANLEY, ELIZA, Liverpool Oct 9 **Mason & Co**, Liverpool
STOCK, JAMES HENRY, Tarporley, Chester Oct 15 **Batesons & Co**, Liverpool
TROWER, GEORGE OAKLEY, Cheltenham Oct 18 **Jull & Godfrey**, Queen Anne's gate
VANAH, GEORGE, Sheffield, Pawnbroker Oct 19 **Kesteven, Sheffield**
WALTER, JOHN, Lymington, Hants, Hotel Proprietor Oct 1 **Heppinstall & Clark**, Lymington
WAYMAN, HARRY, Downham Market, Norfolk, Solicitor Oct 1 **Reed & Wayman**, Downham Market

THE LICENSEES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

Bankruptcy Notices.

London Gazette.—FRIDAY, Sept. 6.

RECEIVING ORDERS.

ABBOTT, WALTER, Bradninch, Devon, Farmer Exeter Pet Sept 2 Ord Sept 2
 BAILEY, GEORGE, Braintree, Essex, Labourer Chelmsford Pet Sept 2 Ord Sept 2
 BEDDOES, WILLIAM CYRIL, Palmerston rd, Bowes Park, Commercial Traveller Edmonton Pet Sept 2 Ord Sept 2
 CARLSON, W AUGUSTUS, Regent st, Tailor's Assistant High Court Pet Aug 13 Ord Sept 2
 CAVILL, WILLIAM, Llanidloes, Montgomery, Contractor Newtown Pet Sept 3 Ord Sept 3
 CLEGG, JAMES, Brighton, Restaurant Proprietor Brighton Pet Aug 30 Ord Sept 3
 COLE, SAMUEL, Liddell rd, Stoke Newington, Builder Edmonton Pet Sept 3 Ord Sept 3
 DENNE, ANNIE MARIA, Sandgate, Kent, Tobacconist Canterbury Pet Sept 2 Ord Sept 2
 DREW, JAMES, West Rudham, Norfolk, Clothier Norwich Pet Sept 3 Ord Sept 3
 EASTON, ALFRED, Stalham, Norfolk, Butcher Norwich Pet Sept 3 Ord Sept 3
 ELLIS, THOMAS HOLLIDAY, Preston, Provision Dealer Preston Pet Sept 3 Ord Sept 3
 GARNER, GEORGE HARRY, Altrincham, Chester, Gardener Manchester Pet Sept 3 Ord Sept 3
 HOLLOWAY, JOHN ROBERT, Melcombe Regis, Dorset, Butcher Dorchester Pet Sept 4 Ord Sept 4
 JEFFS, RICHARD, Spring Bank, Willenhall, Staffs, Grocer Wolverhampton Pet Sept 2 Ord Sept 2
 JOHANSEN, OSCAR HEINRICH ADOLF, Rusholme, Manchester, Mill Furnisher Manchester Pet Aug 10 Ord Sept 3
 KLEIN, OSCAR JOSEPH, Mining In, Merchant High Court Pet April 20 Ord Aug 21
 LOCKWOOD, HERBERT WATSON, Sheffield, Architect Sheffield Pet Sept 4 Ord Sept 4
 LUMLEY, CHARLES, East Retford, Notts, Painter Lincoln Pet Sept 4 Ord Sept 4
 MARSHALL, THOMAS, Walsall, Manufacturer Walsall Pet Aug 23 Ord Sept 3
 MARTIN, WILLIAM JAMES, Fawe Park rd, Putney, Slate Merchant Wandsworth Pet Aug 7 Ord Sept 3
 PRINCE, ISAAC, Goosey, Berks, Watchmaker Oxford Pet Sept 4 Ord Sept 4
 RAIRS, JOHN THOMAS, Sparkhill, Yardley, Worcester, School Attendance Officer Birmingham Pet Sept 3 Ord Sept 3
 RICHARDSON, JOHN, Manchester, Grocer Manchester Pet Sept 4 Ord Sept 4
 SEAMAN, RICHARD, Alton, Hants, Butcher Winchester Pet Sept 4 Ord Sept 4
 SINN, SAMUEL, Fenicowles, nr Blackburn, Wheelwright Wigan Pet Sept 3 Ord Sept 3
 SHUFFLEBOTTOM, EVA, Manchester, Earthenware Dealer Manchester Pet Sept 3 Ord Sept 3
 SINN, SAMUEL, Fenicowles, nr Blackburn, Wheelwright Wigan Pet Sept 3 Ord Sept 3
 SNELL, HENRY DE MORAG, Slough, Contractor High Court Pet Sept 3 Ord Sept 3
 UNDERWOOD, BENJAMIN, High rd, Tottenham, Shoe Maker Edmonton Pet Sept 2 Ord Sept 2
 WALTERS, THOMAS HENRY, Pontypidd, Tailor Pontypidd Pet Sept 4 Ord Sept 4
 WICKERDEN, EDWARD JAMES, Clarence rd, Wood Green, Accountant Edmonton Pet Sept 2 Ord Sept 2
 WILLIAMS, THOMAS J E, Birmingham, General Draper Birmingham Pet Aug 16 Ord Sept 2
 WILDS, EVERARD WILLIAM, Parracombe, Devon Barnstaple Pet Aug 3 Ord Sept 3

FIRST MEETINGS.

ABBOTT, WALTER, Bradninch, Devon, Farmer Sept 26 at 10.30 Off Rec, 9, Bedford circus, Exeter
 BAILEY, HARRY, Birmingham, Cycle Maker Sept 17 at 11.30 191, Corporation st, Birmingham
 BAIRN, ARTHUR, Nottingham, Grocer Sept 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 BROOKE, CHARLES, Spilby, Lincs, Bootmaker Sept 19 at 12.15 Off Rec, 4 and 6, West st, Boston
 CARLSON, W AUGUSTUS, Regent st, Tailor's Assistant Sept 17 at 12 Bankruptcy bldg, Carey st
 CRANE, RICHARD, Blackpool, Coach Painter Sept 16 at 11 Off Rec, 14, Chapel st, Preston
 DAVIES, WILLIAM, Aberkraf, Glam, Colliery Engineer Sept 14 at 12.30 Off Rec, 117, St Mary st, Cardiff
 GREENGLADE, LAMBERT, Tiverton, Wheelwright Sept 26 at 10.30 Off Rec, 9, Bedford circus, Exeter
 JACKSON, ANNIE, Brynmawr, Brecon, Draper Sept 17 at 12 Off Rec, 144, Commercial st, Newport, Mon
 JEFFS, RICHARD, Spring Bank, Willenhall, Staffs, Grocer Sept 17 at 11 Off Rec, Wolverhampton
 KELLY, JOHN JAMES, Barnsley, Brass founder Sept 16 at 10.30 Off Rec, 7, Regent st, Barnsley
 KIRK, FRANCIS WILLIAM, Kingston upon Hull Sept 14 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
 KLEIN, OSCAR JOSEPH, Mining In, Merchant Sept 17 at 1 Bankruptcy bldg, Carey st
 KOSKIER, NATHAN, Christ st, Poplar, Draper Sept 17 at 11 Bankruptcy bldg, Carey st
 MINGOZZI, LOUIS, Dover, Hotel Proprietor Sept 14 at 10 Off Rec, 68A, Castle st, Canterbury
 OWEN, EDWARD, Plymouth, Grocers' Sundries Agent Sept 17 at 11 7, Buckland ter, Plymouth
 PARKES, THOMAS, Walsall, Coach Manufacturer Sept 17 at 11.30 Off Rec, Wolverhampton
 SMITH, WILLIAM HENRY, Cliftonville, Margate, Boarding House Keeper Sept 14 at 11.45 Off Rec, 68A, Castle st, Canterbury
 SNELL, HENRY DE MORAG, Slough, Contractor Sept 16 at 11 Bankruptcy bldg, Carey st

STAINES, CHARLES EDWARD, Christchurch, Southampton, Auctioneer Sept 16 at 2.30 Messrs Curtis & Son, 125, Old Christchurch rd, Bournemouth
 STUDD, JOHN, Heaton Moor, nr Stockport, Restaurant Proprietor Sept 14 at 11 Off Rec, Byrom st, Manchester
 TOMPELINS, WILLIAM, Harborne, Birmingham, Grocer Sept 17 at 12 191, Corporation st, Birmingham
 WALKER, GEORGE FRANK, Nottingham, Lace Manufacturer Sept 17 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 WALTERS, THOMAS HENRY, Pontypidd, Tailor Sept 16 at 10.30 Off Rec, Post Office chmbrs, Pontypidd
 WATERS, GEORGE STINOR, Shelswell, Oxford, Farmer Sept 14 at 13 Off Rec, 1, 8, Aldate st, Oxford
 WICKERDEN, EDWARD JAMES, Clarence rd, Wood Green, Accountant Sept 17 at 12 14, Bedford row

ADJUDICATIONS.

ABBOTT, WALTER, Bradninch, Devon, Farmer Exeter Pet Sept 2 Ord Sept 2
 BAILEY, GEORGE, Braintree, Essex, Labourer Chelmsford Pet Sept 2 Ord Sept 2
 BEDDOES, WILLIAM CYRIL, Palmerston rd, Bowes Park, Commercial Traveller Sept 18 at 13 14, Bedford row
 BOWMAN & SON, Mansell st, Wholesale Clothiers Sept 18 at 11 Bankruptcy bldg, Carey st
 BRADBURY, EDWARD, Pembroke sq, Kensington Sept 19 at 11 Bankruptcy bldg, Carey st
 CAVILL, WILLIAM, Llanidloes, Montgomery, Contractor Sept 18 at 10.30 1, High st, Newtown
 CLEGG, JAMES, Brighton, Restaurant Proprietor Sept 19 at 11.30 Off Rec, 4, Pavilion bldg, Brighton
 DREW, JAMES, West Rudham, Norfolk, Clothier Sept 18 at 12 Off Rec, 8, King st, Norwich
 DYSON, FRED, Sowerby Bridge, Yorks, Insurance Agent Sept 20 at 3 County Court House, Prescott st, Halifax
 EASTON, ALFRED, Stalham, Norfolk, Butcher Sept 18 at 12.30 Off Rec, 8, King st, Norwich
 EDWARD, JOHN HUTCHINSON, Ardwick, Manchester, Dental Surgeon Sept 19 at 3 Off Rec, Byrom st, Manchester
 ELLIS, THOMAS HOLLIDAY, Preston, Lanes, Provision Dealer Sept 18 at 11.15 Off Rec, 14, Chapel st, Preston
 GARNER, GEORGE HARRY, Altrincham, Gardener Pet Sept 18 at 2.30 Off Rec, Byrom st, Manchester
 HAWKINS, WILLIAM, St Mary Church, Devon, Wheelwright Sept 19 at 11 Off Rec, 9, Bedford circus, Exeter
 HUMPHRIES, CHARLES, Bury st, St Mary Axe, Packing Case Maker Sept 19 at 12 Bankruptcy bldg, Carey st
 JOHANSEN, OSCAR HEINRICH ADOLF, Manchester, Mill Furnisher Sept 18 at 3 Off Rec, Byrom st, Manchester
 MARTIN, WILLIAM JAMES, Fawe Park rd, Putney, Slate Merchant Sept 18 at 11.30 137, York rd, Westminster Bridge
 NEWBY, ALBERT, Knareborough, Market Gardener Sept 20 at 3 Off Rec, The Red House, Duncombe pl, York
 NICHOLS, ABRAHAM, Peterborough, Plumber Sept 19 at 12.15 The Law Court, Peterborough
 PARRY, ROBERT RICHARD, Tregarth, Carmarvon, Rural Postman Sept 18 at 12 Crypt chmbrs, Eastgate row, Chester
 PRAKE, JOHN EDWARD HUBBY, Peterborough, Builder Sept 15 at 11.45 The Law Courts, Peterborough
 ROBINSON, WILLIAM HOWARD, Mauders rd, Chelsea, Artist Sept 19 at 11 Bankruptcy bldg, Carey st
 SEAMAN, RICHARD, Alton, Hants, Butcher Sept 19 at 11 14, Jewry st, Winchester
 SEYMOUR, WILLIAM, Fordington, Dorchester, General Dealer Sept 19 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
 SHUFFLEBOTTOM, EVA, Manchester Sept 18 at 3.30 Off Rec, Byrom st, Manchester
 SINN, SAMUEL, Fenicowles, nr Blackburn, Wheelwright Sept 18 at 11 19, Exchange st, Bolton
 SPRINGS, JOSEPH ROBERT HENRY, Stourport, Worcester, Builder Sept 23 at 1.45 Mr Thurnfield's, solicitor, Kidderminster
 TAYLOR, E, Sudbourne rd, Brixton Hill, Lather Sept 18 at 11 Bankruptcy bldg, Carey st
 UNDERWOOD, BENJAMIN, Tottenham, Boot Maker Sept 19 at 12 14, Bedford row

London Gazette.—TUESDAY, Sept. 10.

RECEIVING ORDERS.

BALL, FRANCIS ROBERT, Loughborough, Grocer Leicester Pet Sept 5 Ord Sept 5
 BIRCHAM, GEORGE, Beckingham, Nottingham, Labourer Lincoln Pet Sept 5 Ord Sept 5
 BOWMAN & SON, Mansell st, Wholesale Clothiers High Court Pet Aug 6 Ord Sept 5
 BRADBURY, EDWARD, Pembroke sq, Kensington, Master of Arms High Court Pet Sept 5 Ord Sept 5
 BURGESS, HARRY, Penzance, Newington Truro Pet Sept 6 Ord Sept 6
 CARTER, CHARLES STANHOPE, Herac Bay Canterbury Pet Sept 5 Ord Sept 5
 DENNIS, HENRY, Eastbourne, Grocer Eastbourne Pet Sept 6 Ord Sept 6
 DENNIS MOTOR CAR AGENCY, Berkeley st, Dealers in Motor Cars High Court Pet June 14 Ord Sept 4
 DUBLING, HENRY EDWARD WHITEHEAD, Chatham, Grocer Rochester Pet Sept 6 Ord Sept 6
 DYSON, FRED, Sowerby Bridge, Yorks, Insurance Agent Halifax Pet Sept 7 Ord Sept 7
 EVERETT, THOMAS, Tunbridge Wells, Grocer Tunbridge Wells Pet Aug 17 Ord Sept 6
 GREEN, ALBERT, Bargoed, Glam, Mason Merthyr Tydfil Pet Sept 6 Ord Sept 5
 HALL, ERNEST WILLIAM, Quinton, Worcester, Builder Stourbridge Pet Aug 31 Ord Aug 31
 HAWKINS, WILLIAM, St Mary Church, Devon, Wheelwright Exeter Pet Sept 5 Ord Sept 5
 HOOKS, WILLIAM JAMES, London rd, Architectural Engineer High Court Pet Aug 13 Ord Sept 6
 HUMPHRIES, CHARLES, Bury st, St Mary Axe, Packing Case Maker High Court Pet Sept 6 Ord Sept 6
 JENKINSON, ALBERT ELIJAH, Hastings, Stationer Hastings Pet Aug 22 Ord Sept 6
 JONES, EVAN, Llanelly, Grocer Carmarthen Pet Sept 3 Ord Sept 3
 JONES, JOHN, Portmadoc, Blacksmith Portmadoc Pet Sept 7 Ord Sept 7
 KILLICK, HARRY, Cox Green, nr Cranleigh, Surrey, Coal Merchant Guilford Pet Aug 17 Ord Sept 7
 LEXTON, WILLIAM HENRY COLLINS, Southsea, Cattle Dealer Portsmouth Pet Sept 5 Ord Sept 5
 MACDONALD, DR KENNETH D'AUBOIS, Burgess Hill, Sussex High Court Pet Aug 1 Ord Sept 6
 MATSON, ANDREW, Stockton on Tees, Electrical Engineer Stockton on Tees Pet Sept 4 Ord Sept 4

MOULDING, WILLIAM HENRY, Chobham, Surrey, Butcher Kingston, Surrey Pet Sept 6 Ord Sept 6
 NEWBY, ALBERT, Knareborough, Market Gardener York Pet Sept 5 Ord Sept 5
 NICHOLS, ABRAHAM, Peterborough, Plumber Peterborough Pet Sept 5 Ord Sept 5
 PAIMAR, CHARLES WILLIAM, Eddington, Herts, Kent Canterbury Pet May 25 Ord Sept 7
 PULMAN, EDWIN JOHN, Merthyr Tydfil, Cycle Dealer Merthyr Tydfil Pet Aug 22 Ord Sept 6
 PYE, FREDERICK WALTER, Norwich, Builder Norwich Pet Sept 6 Ord Sept 6
 RICHARDS, WILLIAM, Cardiff, Coal Merchant Cardiff Pet Sept 5 Ord Sept 5
 ROBINSON, WILLIAM HOWARD, Chelsea, Artist High Court Pet Aug 2 Ord Sept 5
 SAGE, CHARLES EDWARD, Kennington pk rd, Teacher of Pharmacy High Court Pet Sept 7 Ord Sept 7
 SCOTT, WILLIAM, Whittingham, Northumberland, Farmer Newcastleton on Tyne Pet Aug 17 Ord Sept 7
 SCOTT ROBERT & CO, Birmingham, Pictorial Post Card Dealers Birmingham Pet Aug 17 Ord Sept 4
 SACK, WILLIAM, Buxton, Tailor S'cockport Pet Sept 6 Ord Sept 6
 TAYLOR, E, Sudbourne rd, Brixton Hill, Lather High Court Pet Aug 9 Ord Sept 5
 TIVY, ARTHUR, and LEONARD TIVY, Melburne, Derby, Wheelwrights Derby Pet Sept 7 Ord Sept 7

Amended notice substituted for that published in the London Gazette of Sept 6:

SHUFFLEBOTTOM, EVA, Manchester Manchester Pet Sept 3 Ord Sept 3

FIRST MEETINGS.

ALGAR, ERNEST ALBERT ANGE, East Stonehouse, Devon, Glass Dealer Sept 15 at 13 7, Buckland ter, Plymouth
 BEDDOES, WILLIAM CYRIL, Palmerston rd, Bowes Park, Commercial Traveller Sept 18 at 13 14, Bedford row
 BOWMAN & SON, Mansell st, Wholesale Clothiers Sept 18 at 11 Bankruptcy bldg, Carey st
 BRADBURY, EDWARD, Pembroke sq, Kensington Sept 19 at 11 Bankruptcy bldg, Carey st
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